

BOROUGH OF RIDGEFIELD

A G E N D A

Executive Session and Regular Meeting of the Mayor and Council

Date: March 9, 2015

Open Public Meetings Statement by
Mayor Suarez

Public Session to Adjourn to C.T.O.:
Executive Session: Adjourn:

Mayor Suarez – Adjournment into closed Executive
Session in accordance with the “Open Public Meetings Act”

Executive Session: 6:30 P.M. C.T.O.:
Adjourn:

Public Session: 7:30 P.M. C.T.O.:
Adjourn:

Pledge of Allegiance

Citizens Comment on Agenda:

Correspondence:

ROLL CALL-PUBLIC SESSION

| | Adj. to Ex. | | Public | |
|--------------|-------------|------|--------|------|
| | Pres. | Abs. | Pres. | Abs. |
| Mayor Suarez | | | | |
| Castelli | | | | |
| Acosta | | | | |
| Penabad | | | | |
| Shim | | | | |
| Todd | | | | |
| Vincentz | | | | |

ROLL CALL-EXEC. SESSION

| | PRESENT | | ABSENT | |
|--------------|---------|--|--------|--|
| | | | | |
| Mayor Suarez | | | | |
| Castelli | | | | |
| Acosta | | | | |
| Penabad | | | | |
| Shim | | | | |
| Todd | | | | |
| Vincentz | | | | |

113-2015 Councilman Penabad Introduction of CY2015 Budget

As advertised, hearing will be held on Ordinance No. 2272 entitled, “AN ORDINANCE AMENDING SECTION 375-42 OF ARTICLE XIII OF CHAPTER 375 OF THE CODE OF THE BOROUGH OF RIDGEFIELD ENTITLED SNOW EMERGENCIES”

Entertain motion to declare the time for the public hearing to be declared open

Public Hearing

Entertain motion to declare the time for the public hearing to be declared closed

Final Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2273 entitled, “AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 92-1, SALARIES, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

First Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2274 entitled, “YEAR 2015 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND ESTABLISH A CAP BANK (N.J.S.A. 40a:4-45.14)”

First Reading of Ordinance

Roll Call

PROPOSED CONSENT AGENDA:

| | | |
|----------|--------------------|--|
| 114-2015 | Councilman Penabad | Approve REA Collective Bargaining Agreement |
| 115-2015 | Councilman Penabad | Overpayment of Taxes-Block 3402, Lot 19 |
| 116-2015 | Councilman Penabad | Tax Court Judgment-Block 4014, Lot 11 Qualifier HM |
| 117-2015 | Councilman Acosta | Authorize Municipal Alliance Grant Application |
| 118-2015 | Mayor Suarez | Proclamation-Knights of Columbus Founders Day |

COUNCIL VOTE

| | YES | NO | ABSTAIN | ABSENT |
|--------------|-----|----|---------|--------|
| Castelli | | | | |
| Acosta | | | | |
| Penabad | | | | |
| Shim | | | | |
| Todd | | | | |
| Vincentz | | | | |
| Mayor Suarez | | | | |

RESOLUTIONS:

| | | |
|----------|--------------------|----------|
| 119-2015 | Councilman Penabad | Warrants |
|----------|--------------------|----------|

COMMENTS BY MAYOR:

N.J. State Firemen's Association Membership Application:

Lino Quiroz
474 Walnut Street
Company No. 2

Coin Toss Request:

RMHS Soccer
Saturday, August 22, 2015

COMMENTS BY COUNCILMEN:

COMMENTS BY CITIZENS: (All speakers are limited to five minutes maximum per meeting)

Agenda subject to change as a result of matters not known at time of printing with the consent of the Mayor and Council.

Respectfully submitted,

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 9, 2015

Presented by Mayor Suarez

BE IT RESOLVED, that the regular public meeting be adjourned, and that the Mayor and Council of the Borough of Ridgefield shall meet in a closed Executive Session following a five minute recess at the termination of this meeting. The purpose of the Executive Session shall be to discuss the following matters:

- _____ Personnel matters in various departments of the Borough.
- _____ Pending and Potential Litigation
- _____ Tax Court Litigation.
- _____ Potential real estate transactions in which the Borough may engage.

| COUNCIL VOTE | | | | |
|--------------|-----|----|---------|--------|
| | YES | NO | ABSTAIN | ABSENT |
| Castelli | | | | |
| Acosta | | | | |
| Penabad | | | | |
| Shim | | | | |
| Todd | | | | |
| Vincentz | | | | |
| Mayor Suarez | | | | |

BE IT FURTHER RESOLVED, that as soon as practicable discussion concerning

- _____ Personnel matters
- _____ Potential real estate transactions shall be disclosed to the public.
- _____ And that discussions with the Borough Attorney concerning litigation shall be disclosed when said litigation is terminated.

Adjournment to Closed Session. The Mayor and Council reserve the right to reconvene into Public Session, if necessary, to take action on Closed Session items.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 9, 2015

Presented by Councilman Penabad

RESOLUTION NO. 113-2015

BE IT RESOLVED that the following statements of revenue and appropriations attached hereto constitute the local Budget of the Borough of Ridgefield, Bergen County, New Jersey for Calendar Year 2015.

BE IT FURTHER RESOLVED that said Budget be published in The Record in the issue of March 16, 2015, and that a hearing on the Budget and Tax Resolution will be held at the Ridgefield Public Library on April 13, 2015 at 7:30 P.M. or as soon thereafter as the matter may be reached.

| COUNCIL VOTE | | | | |
|---------------------|------------|-----------|----------------|---------------|
| | YES | NO | ABSTAIN | ABSENT |
| Castelli | | | | |
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| Penabad | | | | |
| Shim | | | | |
| Todd | | | | |
| Vincentz | | | | |
| Mayor Suarez | | | | |

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 9, 2015

Presented by Councilman Acosta

ORDINANCE NO. 2272

BE IT ORDAINED by the Borough Council of the Mayor and Council of the Borough of Ridgefield that an Ordinance entitled

“AN ORDINANCE AMENDING SECTION 375-42 OF ARTICLE XIII OF CHAPTER 375 OF THE CODE OF THE BOROUGH OF RIDGEFIELD ENTITLED SNOW EMERGENCIES”

introduced on the 23rd day of February, 2015, do now pass a final reading and be adopted, and that the Borough Clerk be and she is authorized and directed to publish once, the aforesaid title, together with a notice of the date of its passage on final reading and approval thereof in The Record, a newspaper circulating in the Borough of Ridgefield.

COUNCIL VOTE

| | YES | NO | ABSTAIN | ABSENT |
|--------------|-----|----|---------|--------|
| Castelli | | | | |
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| Penabad | | | | |
| Shim | | | | |
| Todd | | | | |
| Vincentz | | | | |
| Mayor Suarez | | | | |

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting February 23, 2015

Presented by Councilman Acosta

ORDINANCE NO. 2272

“AN ORDINANCE AMENDING SECTION 375-42 OF ARTICLE XIII OF CHAPTER 375
OF THE CODE OF THE BOROUGH OF RIDGEFIELD ENTITLED SNOW EMERGENCIES”

BE IT ORDAINED by the Mayor and Council of the Borough of Ridgefield as follows:

Section I: Chapter 375-42 of Article XIII of the Code of the Borough of Ridgefield, which article is entitled "Snow Emergencies", be and hereby is amended by adding the following streets on which parking is prohibited in the event of snow emergencies:

| <u>Street</u> | <u>Side</u> | <u>Location</u> |
|--------------------|-------------|--|
| Hillside Street | West | From Edgewater Avenue to Banta Place |
| Englehardt Terrace | East | From Shaler Boulevard to Edgewater Avenue |
| Ridgefield Terrace | South | Entire length |
| Fairview Terrace | North | Entire length |
| Sunset Terrace | South | Entire length |
| Monroe Place | West | Entire length |
| Mayer Court | North | Northern cul-de-sac end in a clockwise direction from 405 to 410 Mayer Court |
| Elizabeth Street | West | Western cul-de-sac end in a clockwise direction from 844 to 845 Elizabeth Street |
| Stewart Street | South | Southern cul-de-sac end in a counterclockwise direction from 563 to the eastern side of Stewart Street |

Section II: In all other respects, the terms and provisions of Chapter 375-42 of the Code of the Borough of Ridgefield shall remain in full force and effect, and are ratified and affirmed.

Section III. This ordinance shall take effect upon final passage and publication according to law.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 9, 2015

Presented by Councilman Penabad

ORDINANCE NO. 2273

BE IT ORDAINED by the Borough Council of the Mayor and Council of the Borough of Ridgefield that an Ordinance entitled

“AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 92-1, SALARIES, OF
THE CODE OF THE BOROUGH OF RIDGEFIELD”

introduced on the 9th day of March, 2015 do now pass a first reading and that said Ordinance be further considered for final passage at a regular meeting to be held on the 23rd day of March, 2015 at 7:30 P.M. or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Ridgefield Public Library, 527 Morse Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

| | YES | NO | ABSTAIN | ABSENT |
|--------------|------------|-----------|----------------|---------------|
| Castelli | | | | |
| Acosta | | | | |
| Penabad | | | | |
| Shim | | | | |
| Todd | | | | |
| Vincentz | | | | |
| Mayor Suarez | | | | |

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 9, 2015

Presented by Councilman Penabad

ORDINANCE NO. 2273

“AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 92-1, SALARIES, OF
THE CODE OF THE BOROUGH OF RIDGEFIELD”

Section I: NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Ridgefield, County of Bergen, State of New Jersey, being the governing body thereof, that Chapter 92 “Salaries and Compensation”, Section 92-1 “Salaries” of the Code of the Borough of Ridgefield be and is hereby amended and supplemented as follows:

The rate of compensation of each of the following officers and employees shall be in the amounts as hereinafter set forth as follows: Where a salary range is indicated, the standards to be evaluated in fixing a specific salary for a specific individual shall include education, training, professional certifications, experience, management skills as well as work and salary history and recommendations from other employers.

| <u>POSITION</u> | <u>MINIMUM</u> | <u>MAXIMUM</u> |
|--|----------------|----------------|
| Borough Clerk | \$30,000 | \$75,000 |
| Clerks, Secretaries, Administrative Assistants | \$5,000 | \$57,000 |
| Building Technical Assistant | \$25,000 | \$65,000 |
| Property Maintenance Official | \$23hr | \$28hr |
| Fire (Prevention Bureau) Official | \$15,000 | \$45,000 |
| Fire Inspectors | \$20hr | \$25hr |
| Heavy Equipment Operator | \$25,000 | \$90,000 |
| Specialized Heavy Equipment Operator | \$25,000 | \$80,000 |
| Sweeper Operator, DPW | \$25,000 | \$70,000 |
| Special Skills, DPW | \$25,000 | \$90,000 |
| Foreman, DPW | \$33,000 | \$77,000 |
| Chief Mechanic, DPW | \$30,000 | \$81,000 |
| Sanitation Driver | \$25,000 | \$43,000 |

Section II: In all other respects, the terms, conditions and provisions of Chapter 92 of the Code of the Borough of Ridgefield are hereby ratified and affirmed.

Section III: All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Section IV: This ordinance shall take effect immediately upon passage and publication according to law.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 9, 2015

Presented by Councilman Penabad

ORDINANCE NO. 2274

BE IT ORDAINED by the Borough Council of the Mayor and Council of the Borough of Ridgefield that an Ordinance entitled

**“YEAR 2015 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION
LIMITS AND ESTABLISH A CAP BANK (N.J.S.A. 40a:4-45.14)”**

introduced on the 9th day of March, 2015 do now pass a first reading and that said Ordinance be further considered for final passage at a regular meeting to be held on the 23rd day of March, 2015 at 7:30 P.M. or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Ridgefield Public Library, 527 Morse Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

| | YES | NO | ABSTAIN | ABSENT |
|--------------|-----|----|---------|--------|
| Castelli | | | | |
| Acosta | | | | |
| Penabad | | | | |
| Shim | | | | |
| Todd | | | | |
| Vincentz | | | | |
| Mayor Suarez | | | | |

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 9, 2015

Presented by Councilman Penabad

ORDINANCE NO. 2274

“YEAR 2015 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION
LIMITS AND ESTABLISH A CAP BANK (N.J.S.A. 40a:4-45.14)”

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.0% unless authorized by ordinance to increase it to 3.5% over the previous year’s final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Borough Council of the Borough of Ridgefield in the County of Bergen finds it advisable and necessary to increase its 2015 budget by up to 3.5% over the previous year’s final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Borough Council hereby determines that a 2.0% increase in the budget for said year, amounting to \$311,579.80 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS the Borough Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Borough Council of the Borough of Ridgefield, in the County of Bergen, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the 2015 budget year, the final appropriations of the Borough of Ridgefield shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.50%, amounting to \$545,264.65, and that the 2015 municipal budget for the Borough of Ridgefield be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 9, 2015

Presented by Councilman Penabad

RESOLUTION NO. 114-2015

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Collective Bargaining Agreement with the Ridgefield Employees Association as attached is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized and directed to execute the attached agreement with the Ridgefield Employees Association.

COUNCIL VOTE

| | YES | NO | ABSTAIN | ABSENT |
|--------------|-----|----|---------|--------|
| Castelli | | | | |
| Acosta | | | | |
| Penabad | | | | |
| Shim | | | | |
| Todd | | | | |
| Vincentz | | | | |
| Mayor Suarez | | | | |

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

A G R E E M E N T
BETWEEN
BOROUGH OF RIDGEFIELD
AND
RIDGEFIELD EMPLOYEES ASSOCIATION

January 1, 2015 through December 31, 2017

Article I - PREAMBLE

This Agreement, made this _____ day of _____, 2015⁴ by and between the **BOROUGH OF RIDGEFIELD**, in the county of Bergen, State of New Jersey, a municipal corporation of the State of New Jersey (hereinafter referred to as the “BOROUGH”), and the **RIDGEFIELD EMPLOYEES’ ASSOCIATION** (hereinafter referred to as the “Association”).

Article II - RECOGNITION

The Borough recognizes the Association as the exclusive representative for the purpose of collective negotiations, on behalf of all Employees of the Borough as set forth in the Certification of Representative issued by the State of New Jersey, Public Employment Relations Commission, on May 6, 1991, Docket Number RO-91-147.

Article III - NO STRIKE OR LOCKOUT PLEDGE

- A. It is recognized that the need for continued and uninterrupted operation of the Borough’s Departments and Agencies is of paramount importance to the citizens of the Community, and that there should be no interference with such operation.
- B. The Association covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize, or support any strike (i.e., the concerted failure to report for duty, or willful absence of an Employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the Employee’s duties of employment), work stoppage, slowdown, walk-out or other job action against the Borough.
- C. There shall be no lockouts of the Employees by the Borough.

Article IV - AGENCY SHOP

- A. Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, any new permanent Employee who does not join within thirty (30) days of initial employment with the Borough, and any permanent Employee previously employed within the unit who does not join within ten (10) days of the re-entry into employment with the unit, shall, as a condition of employment, pay a representative fee to the Association by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85) percent of the regular Association membership dues, fees and assessments as certified to the Borough by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association’s entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority

representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement between the Association and the Borough.

- B. The Association agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Borough at the request of the Association under this Article.

Article V - NON-DISCRIMINATION

Neither the Borough nor the Association shall discriminate against any Employee because of race, creed, religion, color, age, sex, national origin or handicap.

Article VI - WORK WEEK AND OVERTIME

- A. The normal work week for all clerical and secretarial Employees shall consist of seven (7) hours per day, thirty-five (35) hours per week, Monday through Friday. Such employees shall be entitled to two (2) ten-minute coffee breaks during their work day, one in the morning and one in the afternoon.
- B. All Employees shall be entitled to overtime pay at the rate of one and one-half (1-1/2) times their hourly rate after seven (7) hours on any regular work day or after thirty-five (35) hours during the week.

Employees who are required to work on holidays shall receive their regular holiday pay plus time and a half.

Employees who are required to work on Saturdays or Sundays shall be entitled to overtime pay at the rate of one and one-half (1-1/2) times their hourly rate.

- C. Recall. All Employees shall be paid a two (2) hour minimum at the prescribed overtime rate of pay when called out at times other than their regularly-scheduled hours of duty. This shall not apply when such extra duty hours are contiguous to their normal work schedule.
- D. Compensatory time. In lieu of overtime, all Employees covered by this Agreement may, at his or her option, with the prior consent of the Employer, elect to receive compensatory time at the same rates as hereinabove set forth with respect to overtime pay.

Article VII - SALARIES

- A. Effective January 1, 2015 each Employee who has been employed for at least one (1) continuous year at that time shall receive a salary increment of two percent

(2%) above the base salary that such Employee was receiving as of December 31, 2014.

- B. Effective January 1, 2016, each Employee who has been employed for at least one (1) continuous year at that time shall receive a salary increment of two percent (2%) above the base salary that such Employee was receiving as of December 31, 2015.
- C. Effective January 1, 2017, each Employee who has been employed for at least one (1) continuous year at that time shall receive a salary increment of two percent (2%) above the base salary that such Employee was receiving as of December 31, 2016.
- D. Any Employee who has been employed for less than one (1) year as of January 1 in any of the above years shall receive his or her initial salary increment on the anniversary date of his or her employment and shall thereafter receive his or her next salary increment on the January 1 immediately following the said anniversary date of employment.

Article VIII - LONGEVITY

In addition to base salary and commencing as of January 1, 1992, each Employee covered under this Agreement shall receive longevity payments based upon the Employee's length of service with the Borough in accordance with the following schedule:

On completion of the:

10th year of employment - 2% additional pay on base pay.

15th year of employment - 4% additional pay on base pay.

20th year of employment - 6% additional pay on base pay.

This shall be based upon the date the Employee was hired.

Article IX - SICK LEAVE

- A. Each full time Employee may be allotted sick leave with pay for a period not exceeding ten (10) working days in aggregate during each calendar year on account of sickness or related cause of absence which may be considered by the Borough as a sufficient and legitimate excuse for the Employee's failure to be present, and not in attendance upon his duties, provided the reason for his absence and the good faith of the Employee in making the application for such leave shall be shown to the Council by such reasonable evidence as may be required. Any unused sick days shall accrue without limit until Employee's retirement, resignation or termination.

1. Sick leave credit earned by an Employee in the Borough shall accrue at the rate of ten (10) days per year of continuous employment or prorated as two and one-half (2-1/2) days per every three months.
 2. Vacation and sick leave periods may be combined but only in the event that long continued sickness of the Employee warrants such case.
 3. Sick leave shall also include exposure to a contagious disease which would endanger the health of co-workers, illness in the immediate family of the Employee which requires the Employee's personal care and dental, optical or medical examinations or treatments when such professional services are not readily available outside of working hours.
- B.
1. In all cases of sick leave, the Employee shall notify and inform the Department Head of the reason for said sick leave. Any absence on account of sickness which exceeds five days shall require a written statement from a physician stating the nature of the illness, the time required to be absent from work and that the Employee has been under the care of the physician. At the request of the Borough or Department Head, such a statement may be required for absence due to illness for a period of less than five (5) days. The parties acknowledge that the Borough or Department Head, at their request, may require any Employee to be examined by a licensed physician designated by the Borough. The parties further acknowledge that the Borough reserves the right to waive such requirement and to require any Employee to be examined by a physician designated by the Borough in order to have the Employee certified as fit for duty before the Employee may return to work.
 2. An Employee who shall be absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days shall submit applicable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one day or less in which case only one certificate shall be necessary for a period of six (6) months.
 3. During protracted periods of illness, the Borough may require interim reports on the condition of the Employee on weekly or biweekly periods from the attending physician. A certificate of a reputable physician in attendance shall be required if sufficient proof of need of leave of absence of the Employee or the need of the Employee's attendance upon a member of the immediate family. In case of leave of absence due to a contagious disease, a certificate from the Borough Department of Health shall be required. In the case of recurring or chronic illness, a doctor's certificate may be required once every six (6) months when an Employee is absent because of same.

- C. Employees having exhausted all their sick leave will not receive any further sick leave or compensation in lieu thereof until same has been accumulated and earned by the Employee's subsequent service.
- D. Abuse of sick leave shall be cause of disciplinary action.
- E. Severance of employment prior to the use of all or any part of such sick leave terminates all right for compensation hereunder.
- F. Upon retirement from a Retirement System, Employees are entitled to be paid at the rate of one (1) day for every three (3) days of accumulated sick time. The calculation of the accumulated sick time shall be based on the base pay plus longevity for the daily rate of pay for the year in which the retirement occurs. The calculation of the per diem rate for the sick days shall be as follows:

Yearly Base Salary + Longevity = Total Salary
Total Salary/26 pays = Bi-weekly Salary
Bi-weekly Salary/70 hours = Hourly Rate
Hourly rate x 7 hours = Rate of pay per day

For Example:

\$35,000.00 + \$5,000.00 (longevity) = \$40,000.00
\$40,000.00/26 = \$1,538.46
\$1,538.46/70 = \$21.98
\$21.98 x 7 = \$153.86
\$153.86 = Rate of pay per day

Employees with more than 100 days of accumulated shall be entitled to be paid for 35 days pursuant to the formula set forth above.

Article X - VACATIONS

- A. As per Borough Ordinance No. 1240, an Employee shall be entitled to vacations as follows:
 - 1. During an Employee's first year of service with the Borough, the Employee shall earn and accumulate vacation time at the rate of one (1) day for each thirty (30) days of continuous service, subject to a maximum of five (5) working days during the first year of employment. No vacation may be used by an Employee until that Employee shall be in the Borough service for one hundred eighty (180) continuous days.
 - 2. Upon completion, on the anniversary date, of an Employee's first (1st) continuous year of service, the Employee shall be entitled to ten (10) working days' vacation.

3. Upon completion, on the anniversary date, of an Employee's fifth (5th) continuous year of service, the Employee shall be entitled to fifteen (15) working days vacation.
 4. Upon completion, on the anniversary date, of an Employee's tenth (10th) continuous year of service, the Employee shall be entitled to twenty (20) working days' vacation.
 5. Upon completion of the fifteenth (15th) continuous full year of employment and every year thereafter, the Employee shall be entitled to twenty-five (25) working days' vacation.
 6. As set forth above, accumulation of vacation time shall be measured and computed by using each Employee's starting employment date with the Borough and not against a calendar year. Up to 5 days of vacation days may be accrued but such accrued vacation days must be taken or lost if not utilized by April 1st of the next following calendar year.
- B. Arrangements for dates of vacation periods will be made by the Department Head so that leaves will not conflict with the proper performance of duty. Seniority which is defined as continuous employment with the Borough from the date of the last hire, shall be given due consideration by the Department Head in determining preference for vacation.
 - C. Vacations shall be based on anniversary of employment dates, that is, the date on which Employee is hired.
 - D. Any Employee who terminates his or her employment of his or her own will, prior to completion of his or her anniversary date of his or her employment shall not receive any portion of that year's vacation benefit.
 - E. If an Employee is terminated by the Borough because of reduction of work force, said Employee shall be entitled to a pro-rated amount of vacation pay, based on the time spent on employment that year.
 - F. In the event of dismissal of any Employee by the Borough for reasons other than reduction of work force, the Employee shall not be entitled to any pro-rated vacation pay for that portion of the year.

Article XI - HOLIDAYS

During the term of this agreement, each employee covered by this Agreement shall receive holiday pay equal to one (1) day's pay at seven (7) hours straight time without working on those days designated as holidays by the Mayor and Council, which designation shall be in total conformity with the holiday schedule for full time municipal employees. Holiday pay shall

not be accumulated by any employee. In addition to the days designated as holidays by the Mayor and Council, each employee covered by this Agreement shall have a half day closing Christmas Eve as long as Christmas Eve falls during the work week. Employees must work the day before and the day after a holiday in order to receive holiday pay unless using a scheduled, approved vacation or personal day.

Article XII - PERSONAL DAYS

Each full-time Employee covered by this Agreement shall receive two (2) personal days off each year for which he or she shall receive a full day's pay at seven (7) hours straight time without working. The Employee shall notify the Department Head within 48 hours time prior to using his or her personal days. Personal days may not be accumulated by any Employee.

Article XIII – FUNERAL LEAVE

Each Employee covered by this Agreement is entitled to three days paid leave for a death in the immediate family. Immediate family, for the purpose of this article, is defined spouse, civil union partner, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.

Article XIV- GRIEVANCE PROCEDURE

- A. Definition. The term “grievance,” as used herein, means any controversy or dispute arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, or of the policies, directives, orders or administrative decisions affecting the terms and conditions of employment, and may be presented by an individual Employee, group of Employees, or the Association.
- B. Steps of the Grievance Procedure . The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

The moving party shall present the grievance in writing signed by the aggrieved to the Department Head within five (5) working days of the occurrence giving rise to the grievance for the purpose of resolution. The Department Head shall make whatever additional investigation is necessary and shall, within five (5) working days after presentation of the grievance, give his decision.

Step Two:

If a grievance is not resolved at Step One, the moving party may, within five (5) working days of receipt of the answer, in Step One, submit the written grievance

to the Borough Clerk, who shall give her answer within five (5) working days of the presentation of the grievance in Step Two.

Step Three:

If the grievance is not resolved in Step Two, it may be appealed in writing within five (5) working days after receipt of the answer in Step Two to the Governing Body. Upon receipt of an appeal by the Borough Clerk, a meeting may be scheduled to discuss the grievance within fifteen (15) days of receipt of the appeal. The decision of the Governing Body shall be made not later than twenty-one (21) working days after receipt of the appeal.

Step Four:

- (1) In the event the grievance has not been resolved at Step Three, the Association may, within seven (7) working days, request arbitration. The arbitrator shall be chosen in accordance with the Rules and Procedures of the Public Employment Relations Commission of the State of New Jersey.
 - (2) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented and involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
 - (3) The costs of the services of the arbitrator shall be borne equally between the Borough and the Association. Any other expense incurred, including, but not limited to the presentation of witnesses, shall be paid by the party incurring same.
 - (4) The decision of the arbitrator shall be final and binding.
- C. Failure by the Borough at any Step of the Grievance Procedure to communicate its written decision on a grievance within the specified time period shall permit the aggrieved to proceed to the next Step. Failure at any Step of the Grievance Procedure to appeal a grievance to the next Step within the specified time period shall be deemed an acceptance of the decision rendered at that Step. The time limits set forth herein may be extended by mutual agreement in writing.

Article XV - DATA FOR FUTURE BARGAINING

- A. The Employer agrees to make available to the Association all relevant data the Association may require to bargain collectively.
- B. The relevant data noted above shall include, but shall not be limited to such items as salaries and benefits enjoyed by other Employee groups, the cost of various insurance and other programs, information concerning overtime worked by

Employees, the total number of sick leave days utilized by Employees, the total number of injuries on duty, and other data of a similar nature.

- C. The Borough shall incur no additional expenses by virtue of this Article. This Article shall not apply to any attorney-client work product.

Article XVI- PERSONNEL FILES

- A. A personnel file shall be maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained in the Office of the Borough Clerk.
- B. Upon advance notice and at reasonable times, any Employee may review his or her personnel file. However, this appointment for review must be made through the Borough Clerk or her designated representative at times mutually convenient.
- C. Whenever a written complaint concerning an Employee or his actions is to be placed in his personnel file, a copy shall be made available to him or her and he or she shall be given the opportunity to rebut it if he or she so desires; and he or she shall be permitted to place such rebuttal in his or her file.
- D. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom, except as hereinafter set forth.

Article XVII- POSTING OF POSITIONS

Upon the occurrence of any vacancy in an existing position covered by this Agreement or the creation of a new position, such position shall be posted and current Employees shall be given a reasonable opportunity to bid thereon before same is offered to a non-current new employee. Nothing herein shall be construed as a requirement that the Borough offer an existing position to an interested, current Employee before offering the position to someone else. However, when all qualifications for the position are equal, current employees shall be given preference.

Article XVIII -WORK-INCURRED INJURY

Where an Employee covered under this Agreement suffers a work-incurred or work connected injury or disability, the said Employee shall be entitled to all benefits accruing under the provisions of the Workers Compensation Act as provided by law. The employer shall not pay the employee the difference between the Worker's Compensation check received and the amount of the employee's regular salary.

Article XIX - DISABILITY COVERAGE

The Borough shall continue to provide disability coverage for the employees covered by this Agreement. Such coverage shall take effect only after the exhaustion of all sick leave due an Employee and shall be paid at the same rate provided by the Statutes of the State of New Jersey and for the same duration as provided by the Ordinances of the Borough of Ridgefield.

Article XX - MEDICAL, DENTAL AND EYE CARE

- A. Medical Coverage: The Borough shall continue the current medical or equivalent insurance program for Employees covered by this Agreement and their eligible dependents.
- B. Dental Plan: The Borough agrees to provide a dental plan entitled “New Jersey Dental Plan, Inc., The Delta Dental Plan,” or like Dental Plan and pay for the full costs thereof for all covered Employees.
- C. Eye Care Plan: The Borough agrees to reimburse Employees covered by this Contract for all eye care expenses for said Employees and spouses or children. Eye care expenses shall include, but not be limited to, all expenses related to eye examination, medical treatments and prescription related to the eyes, eyeglasses, frames, lenses, etc. The Employer’s total obligation for all covered eye care expenses shall not exceed the sum of Two Hundred and Fifty (\$250.00) Dollars per year for any individual Employee and Employee’s spouse or children. Maximum eye care reimbursement not to exceed \$500.00 per year. Employees are permitted to accumulate the eye care reimbursement up to a maximum of two (2) years. Pursuant to Borough Resolution No. 362-2008, this eye care allowance may also be applicable to prescriptions relating to hearing aids and/or devices.
- D. Modifications: This Article shall be modified to be consistent with Chapter 78, P.L. 2011 and Chapter 2, P.L. 2010. Pursuant to Chapter 78, commencing on June 28, 2011, Employees are required to contribute to the cost of their health insurance premiums at a rate of 1.5% of base salary, or a percentage of the premium as set by statute – whichever is higher. This percentage of premium contribution rate is phased in over four years and reaches a maximum of 35% of the premiums by the fourth year. Newly hired Employees immediately start contributing at the full contribution rate.

To the extent that contributions have not been made pursuant to Chapter 78, P.L. 2011, or Chapter 2, P.L. 2010 (effective date of May 21, 2010), the Borough has the right to request them retroactively.

Article XXI - MERIT INCREASE

In addition to the foregoing provisions of this contract, the Mayor and Council of the Borough of Ridgefield reserve the right, during the term of this contract, to award additional pay

increases, at their sole discretion, to any Department employee or employees, who, in the judgement of the Mayor and Council, have earned such additional salary increases as a result of their productivity, performance and conduct.

The granting of merit increases does not set a custom or practice, or violate a custom or practice, that would trigger an obligation of the Borough to negotiate with the bargaining unit, or a right in the bargaining unit to enforce contractually or otherwise such a practice or procedure in the future. The granting of a merit increase is specifically deemed to be a management prerogative and not subject to negotiation.

Article XXII- MANAGEMENT RIGHTS

The Borough hereby reserves and retains unto itself all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of New Jersey and the United States including, but not limited to, the following:

1. The executive management and administrative control of the Borough of Ridgefield and its properties and facilities and the activities of its Employees.
2. The hiring of all Employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment and assignment and to promote and transfer Employees.
3. The right to suspend, demote, discharge, or take other disciplinary action for just cause.

Article XXIII - PRESERVATION OF RIGHTS

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any covered Employee pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

Article XXIV - SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any Employee or a group of Employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

Article XXV - TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2015, except as noted in individual Articles, and shall remain in effect until December 31, 2017. Negotiations for a

successor agreement shall commence on or about October 1st prior to the expiration date of this Agreement. Upon agreement, all newly negotiated terms must be instituted within 60 days based on the date of budget approval.

IN WITNESS WHEREOF, the parties have hereunto set their hands at the Borough of Ridgefield, Bergen County, New Jersey, on the _____ day of _____, 2015.

BOROUGH OF RIDGEFIELD

RIDGEFIELD EMPLOYEES' ASSOCIATION

By: _____

By: _____

By: _____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 9, 2015

Presented by Councilman Penabad

RESOLUTION NO. 115-2015

WHEREAS, an overpayment of taxes was received in the Borough of Ridgefield for the third quarter 2014 for Block 3402 Lot 19, also known as 443 Van Renssalaer Court;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that a refund in the amount of \$1,444.47 for the third quarter 2014 be issued to Esther Conde.

BE IT FURTHER RESOLVED that the Chief Financial Officer/Treasurer be and he is hereby authorized to issue a check in the total amount of \$1,444.47 made payable to Esther Conde and be mailed to 443 Van Renssalaer Court, Ridgefield, New Jersey 07657.

COUNCIL VOTE

| | YES | NO | ABSTAIN | ABSENT |
|--------------|-----|----|---------|--------|
| Castelli | | | | |
| Acosta | | | | |
| Penabad | | | | |
| Shim | | | | |
| Todd | | | | |
| Vincentz | | | | |
| Mayor Suarez | | | | |

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 9, 2015

Presented by Councilman Penabad

RESOLUTION NO. 116-2015

WHEREAS, the Tax Court of New Jersey has approved the settlement stipulation for an adjusted assessment on Block 4014 Lot 11 Qualifier HM, also known as 1125 Pleasantview Terrace.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that Genzyme Biosurgery be issued a refund in the amount of \$28,756.73 for the year 2012, \$29,776.57 for the year 2013 and \$30,150.04 for the year 2014.

BE IT FURTHER RESOLVED that the Chief Financial Officer be and he is hereby authorized to issue a check in the total amount of \$88,683.34 made payable to Bruce J. Stavitsky, Esq for Genzyme Biosurgery and be mailed to 350 Passaic Avenue, Fairfield, New Jersey 07004.

COUNCIL VOTE

| | YES | NO | ABSTAIN | ABSENT |
|--------------|------------|-----------|----------------|---------------|
| Castelli | | | | |
| Acosta | | | | |
| Penabad | | | | |
| Shim | | | | |
| Todd | | | | |
| Vincentz | | | | |
| Mayor Suarez | | | | |

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 9, 2015

Presented by Councilman Acosta

RESOLUTION NO. 117-2015

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey;

WHEREAS, the Borough Council of the Borough of Ridgefield, County of Bergen, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages and therefore has an established Municipal Alliance Committee; and

WHEREAS, the Borough Council of the Borough of Ridgefield further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and

WHEREAS, the Borough Council has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Bergen;

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Ridgefield, County of Bergen, State of New Jersey hereby recognizes the following:

1. The Borough Council does hereby authorize submission of a strategic plan for the Ridgefield Municipal Alliance grant for fiscal year 2015 in the amount of:

| | |
|------------|-------------|
| DEDR | \$ 9,876.00 |
| Cash Match | \$ 2,469.00 |
| In Kind | \$ 7,407.00 |

2. The Borough Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

COUNCIL VOTE

| | YES | NO | ABSTAIN | ABSENT |
|--------------|------------|-----------|----------------|---------------|
| Castelli | | | | |
| Acosta | | | | |
| Penabad | | | | |
| Shim | | | | |
| Todd | | | | |
| Vincentz | | | | |
| Mayor Suarez | | | | |

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 9, 2015

Presented by Mayor Suarez

Proclamation
RESOLUTION NO. 118-2015

WHEREAS, on October 2, 1881 Father Michael J. McGivney held his first meeting with members of St. Mary's Church of New Haven Connecticut to organize the order; and

WHEREAS, the Knights of Columbus elected its officers on February 6, 1882; and

WHEREAS, on March 29, 1882 the Connecticut state legislature officially chartered the Knights of Columbus as a fraternal benefit society; and

WHEREAS, the Knights of Columbus is still true to its founding principles of charity, unity, fraternity, and patriotism;

NOW, THEREFORE, BE IT RESOLVED, that I, Anthony R. Suarez, Mayor of the Borough of Ridgefield, declare March 29th as Knights of Columbus Founders Day in the Borough of Ridgefield.

COUNCIL VOTE

| | YES | NO | ABSTAIN | ABSENT |
|--------------|-----|----|---------|--------|
| Castelli | | | | |
| Acosta | | | | |
| Penabad | | | | |
| Shim | | | | |
| Todd | | | | |
| Vincentz | | | | |
| Mayor Suarez | | | | |

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

The undersigned, being the Chief Financial Officer of the Borough of Ridgefield, County of Bergen, New Jersey, and the person charged with the responsibility of maintaining financial records of said Borough in accordance with N.J.S.A. 40:4-57 and the rules of the Local Finance Board of the State of New Jersey adopted thereunder, does hereby certify that there are adequate funds available for the payment of the attached list of invoices, duly adopted by said Borough, and which said list indicates the specific line item of said budget to which expenditures shall be charged.

Frank Berardo,
Chief Financial Officer

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 9, 2015

Presented by Councilman Penabad

RESOLUTION NO. 119-2015

BE IT RESOLVED, that warrants totaling **\$2,598,967.30**
be drawn on the following accounts:

| | |
|--------------|-----------------------|
| CURRENT | \$2,569,071.23 |
| TRUST | \$26,746.07 |
| POOL | \$3,150.00 |
| TOTAL | \$2,598,967.30 |

COUNCIL VOTE

| | YES | NO | ABSTAIN | ABSENT |
|--------------|-----|----|---------|--------|
| Castelli | | | | |
| Acosta | | | | |
| Penabad | | | | |
| Shim | | | | |
| Todd | | | | |
| Vincentz | | | | |
| Mayor Suarez | | | | |

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk